



CONTRACT LAW DIVISION

Office of Assistant General Counsel for Finance and Litigation

Biweekly Report—Period Ending July 31, 1999



Arthur E. Lees v. DoC—GAO No. B-281181.4; B-281954.4; B-282281.2

GAO has denied the protestor's requests for reconsideration of GAO's decision to dismiss the many protests filed against the Foreign Commercial Service's efforts to fill commercial representative positions in the U.S. Embassy in Beijing, China and at the U.S. Consulates in Chengdu and Shenyang. GAO had previously dismissed the protests finding that Commerce had specific statutory authority to fill the positions using employment contracts as opposed to procurement contracts. GAO therefore concluded that it lacked jurisdiction to hear the protests under its bid protest authority. (Lisa J. Obayashi)

PTO-DeskTop Acquisition ReMAP Team

SBA has rescinded its waiver of the non-manufacturer rule which requires small businesses to supply products of small business manufacturers. This \$170 million procurement for desktop computers and peripherals had been set aside for small businesses. Numerous proposals had already been received. The waiver rescinded all option years in this five-year requirement, in effect, forcing a cancellation of the entire procurement. (Lisa J. Obayashi)

Integrated Support Systems, Inc. B-283137-2

Protest (under COMMITTS procurement) filed with GAO on July 26 alleges that agency failure to accept timely proposal was improper in that RFP had directed offerors to hand-deliver offers at an incorrect location. Protestor asks that GAO recommend that protestor's proposal be evaluated. CO orally notified the offeror that its proposal was late sometime in April 1999. However, CO notified offeror in writing on July 15, 1999. Agency will argue, *inter alia*, that protest is untimely. In this regard, agency will request that GAO decide the matter under its "express option" procedures. (Terry H. Lee).

Austin Company v. DOC—GSBCA No. 15048-COM-

We have negotiated a binding arbitration ADR agreement in this case involving the question of whether certain costs for design changes had already been paid and/or released through bi-lateral modifications to the contract. The amount in dispute is approximately \$77,000. Pursuant to the agreement, each party will be submitting a position paper and relevant documents to

Judge Goodman at the Board on or before September 7, 1999, with a decision to be rendered on or before October 8, 1999. All other filings in this case are waived. As was the case in an earlier arbitration agreement, Judge Goodman may bring the parties in for an informal conference if he feels it necessary to clarify any issues after he receives each party's submission. As part of the agreement, Appellant waives any claim for attorney fees if it is successful. (Ken Lechter)

DRC Corporation v. DOC (GSBCA No. 14919-COM)

We served Appellant with Respondent's First Set of Interrogatories and Requests for Production of Documents on July 22, 1999. The parties are scheduled to discuss the Board's round-table hearing procedures next week and will draft some proposed rules to be filed at the Board on August 6, 1999. (Amy Freeman Fred Kopatch)

CLD "Time to Complete"—1.8 Days

Actions by Contract Law Division during Period from 7/18/1999 7/31/1999

Bureau	Received	Completed
CENSUS	2	1
NIST	2	2
NOAA	10	7
PTO	3	4
Totals	17	14

Contract Law Division—Client Workload
Period Ending 07/31/99

